

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ.
NO.

5. PROJECT NO. (If applicable)

S002

11/24/06

N/A

N/A

6. ISSUED BY CODE

U.S. Department of Energy
Chicago Office
9800 South Cass Avenue
Argonne, IL 60439

7. ADMINISTERED BY (If other than Item 6)

Code

See Block 6.

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)

To all Prospective Offerors

(✓)

9.A. AMENDMENT OF SOLICITATION NO.

DE-RP02-06CH11358

9.B. DATED (SEE ITEM 11)

06/29/06

10.A. MODIFICATION OF Contract/Order NO.

10.B. DATED (SEE ITEM 13)

CODE N/A

FACILITY CODE N/A

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(✓) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE
CONTRACT ORDER NO. IN ITEM 10A.B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in
paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not required to sign this document, and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where
feasible.)

This Request for Proposal (RFP) is amended as follows: See attached pages.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Sergio E. Martinez, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

BY:

(Signature of person authorized to sign)

BY:

(Signature of Contracting Officer)

11/24/06

14. DESCRIPTION OF AMENDMENT/MODIFICATION

- a. Part I, Section H, Special Contract Requirements, Clause H.30 – Activities During Contract Transition, incorporated into Solicitation No. DE-RP02-06CH11358, dated 6/29/06, is hereby deleted and replaced with the following clause:

CLAUSE H.30 – ACTIVITIES DURING CONTRACT TRANSITION

- (a) The Contractor will commence Transition Activities as soon as possible after the award of the contract and complete the following activities (to the extent identified in the Contractor's proposal) within thirty (30) days or less, after contract award, except as otherwise authorized by the Contracting Officer. After completion of these activities and such other Transition Activities as may be authorized by the Contracting Officer, the Contractor shall advise the Contracting Officer in writing that such Transition Activities are complete. The Contractor shall assume full responsibility for the Laboratory in accordance with the requirements set forth in this Contract as of 12:01 A.M. January 1, 2007.
- (1) Scientific Research. Complete the activities that will allow the Contractor to assume control of AMES's scientific programs and facilities.
 - (2) Management Systems. Analyze and initiate enhancements, if needed, to the existing management systems (e.g., ISM and ISSM Finance, Property, Procurement, Information Management, Life Cycle Asset Management, Human Resources) to assure system adequacy.
 - (3) Assignment of Existing Agreements. Initiate and complete the planning to assume the responsibility for existing regulatory (e.g., environmental permits) and commercial agreements (e.g., subcontracts, purchase orders, leases, etc.) to be assigned to the Contractor by the Iowa State University, or otherwise taken over by Contractor. Initiate the assumption of said responsibility with the objective of being eighty-five percent (85%) complete by the end of the transition period.
 - (4) Joint Reconciliation Property Inventory. Initiate and complete the planning for a joint reconciliation property inventory with Iowa State University, see Clauses I.132(i)(2)(ii) or I.133(i)(2)(ii), in accordance with overall guidance provided by the Contracting Officer.
 - (5) Litigation Management. Contractor shall consult with the Iowa State University and DOE to determine whether Contractor should assume some level of management of any litigation resulting from

laboratory operations predating the effective date of this contract. The decision should be based on consideration of cost efficiency, named parties, relevance of retrospective insurance, and DOE litigation management guidelines.

(6) Human Resources

- (a) The Contractor will transition the workforce without break in service as operations cease under Contract W-7405-ENG-82.
- (b) The Contractor will conduct work force planning, documented in the form of a plan, to be submitted to the Contracting Officer for review and approval at the end of the Transition Period. The Plan will identify the status of critical-skills and the strategy for the recruitment and/or retention of those skills, and specifically address the issues set forth below.
 - (i) If the Contractor intends to utilize "Joint Appointees" with Iowa State University and/or any other educational institutions; how said "Joint Appointees" will be utilized; terms to be utilized; and a description of the reimbursement process to be negotiated with the Iowa State University and/or other educational institutions.
 - (ii) Incentive compensation strategy for "Key Personnel," other management personnel, and other employees, as appropriate, that meets the criteria of the DOE Acquisition Guide, Chapter 70.5, which can be located on the internet at <http://rfpAMES.sc.doe.gov/>.
 - (iii) The terms and conditions of employment that will be applicable to the bargaining unit workforce, demonstrating consistency with the respective collective bargaining agreements previously providing coverage.
 - (iv) The following will be specifically addressed under the Human Resources Compensation Plan, required to be submitted within 30 days of Contract award, pursuant to H.19(b)(7):
 - (A) The framework for the pension and health/welfare benefits applicable to the transferring workforce, with an assessment

of the benefit value relative to those provided by the Iowa State University for AMES employees.

- (B) A framework of the total compensation package applicable to new hires under the contract.
 - (C) Strategy for meeting the requirements identified in Clause H.19 (d), specifically addressing the transition of those with membership in the Iowa Public Employees Retirement System (IPERS).
- (b) Except as provided in paragraph (c) below or as otherwise specifically agreed to by the Contractor and the Contracting Officer, all of the provisions of this contract shall apply to the Contractor's performance of Transition Activities.
- (c) The following contract articles or portions thereof as noted below do not apply to the Contractor's Transition Activities:
- (1) Clause C.4 - Statement of Work;
 - (2) Clause F.1 - Period of Performance, except that pertaining to the Transition Period;
 - (3) Clause H.1 - Laboratory Facilities;
 - (4) Clause H.2 - Long-Range Planning, Program Development and Budgetary Administration;
 - (5) Clause H.35 - Care of Laboratory Animals;
 - (6) Clause H.36 - Protection of Human Subjects;
 - (7) Clause H.12 - Standards of Contractor Performance Evaluation;
 - (8) Clause H.13 - Cap on Liability;
 - (9) Clause H.20 - Contractor Acceptance of Notices of Violations or Alleged Violations, Fines, and Penalties;
 - (10) Clause H.21 - Allocation of Responsibilities for Contractor Environmental Compliance Activities;
 - (11) Clause I.11 - Required Sources for Helium and Helium Usage Data;

- (12) Clause I.96 - Total Available Fee: Base Fee Amount and Performance Fee Amount;
 - (13) Clause I.97 - Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts;
 - (14) Clause I.98 - Work For Others Program (Non-DOE Funded Work);
 - (15) Clause I.118 - Preexisting Conditions;
 - (16) Clause I.124 - Work for Others Funding Authorization; and
 - (17) Appendix B - Performance Evaluation and Measurement Plan.
- (d) Contractor agrees to perform the activities set forth in paragraph (a) above, including relocation of Contractor's "Key Personnel," as described in its Cost Proposal, at an allowable cost not to exceed \$_____. In the event the actual cost of said activities exceeds such amount, including any costs for relocation of Contractor's "Key Personnel" incurred after the conclusion of the transition period, Contractor agrees that it will be solely responsible for costs greater than said amount.
- b. Part IV, Section L, Instructions, Conditions, and Notices to Offerors or Respondents, Clause L.6 – TRANSITION PLAN, incorporated into Solicitation No. DE-RP02-06CH11358, dated 6/29/06, is hereby deleted and replaced with the following clause:

Provide a Transition Plan covering a maximum phase-in period of 30 days or less prior to assuming responsibility for the management and operations of the Laboratory. This plan should describe the Offeror's management approach for the transition activities set forth in Clause H.30, as applicable, including its "home office" assistance, staffing and qualifications of the transition team, equipment and other support requirements, as well as interactions with the Laboratory and DOE, and any other items/activities the Offeror deems necessary. All Offerors must provide, at a minimum, the plan for developing an incentive compensation strategy as specified in paragraph (a)(6)(B)(ii) of Clause H.30 of the Contract, as applicable. Due to current space limitations at AMES, Offerors shall assume that no space will be available on-site at AMES during the Transition Period. This plan should address specific steps necessary to assume full responsibility for management and operation of AMES as of 12:01 A.M., January 1, 2007. It should include key issues and milestones for the steps that would be completed during this transition period and beyond, identify potential barriers to a smooth transition and/or any potential impacts on the continuity of operations, and plans for their elimination or mitigation.

End of Amendment